

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2004

Division: County Administrator

Bulk Item: Yes X No

Department: Fire Rescue

AGENDA ITEM WORDING: Request approval of Affiliation Agreement between the District Board of Trustees of Broward Community College and the Board of County Commissioners of Monroe County, Florida for Monroe County Fire Rescue (MCFR) to provide an EMS training environment from date of approval of Agreement through December 31, 2005 with the option to renew on a year-to-year basis.

ITEM BACKGROUND: Broward Community College (BCC) students enrolled in Emergency Medical Services (EMS) courses (EMT-Basic and Paramedic) must complete a specified number of supervised hours on a licensed ambulance. MCFR and BCC sought the Affiliation Agreement to provide a resource for a comprehensive learning experience for students from BCC, within a clinical field setting, for completion of the students' health-related program criteria. The Terms of Agreement provide for either party to elect annually to extend the Agreement for an additional year with written notice.

PREVIOUS RELEVANT BOCC ACTION: Although a previous agreement has never been entered into with BCC, the BOCC has approved agreements of a similar nature with other educational institutions which provide an emergency medical services (EMS) training environment for students enrolled in EMS courses.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A

BUDGETED: Yes No

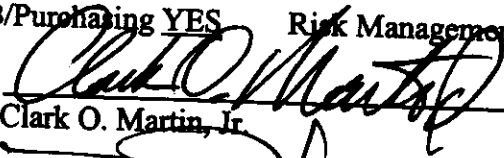
COST TO COUNTY: N/A

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DEPARTMENT HEAD APPROVAL:


Clark O. Martin, Jr.

DIVISION DIRECTOR APPROVAL:


James L. Roberts

DOCUMENTATION: Included X

To Follow

Not Required

DISPOSITION:

AGENDA ITEM # C13

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Broward Community College Contract #
 Effective Date: Aug. 18, 2004
 Expiration Date: Dec. 31, 2005

Contract Purpose/Description:
Broward Community College (BCC) desires that students enrolled in its health-related programs can obtain clinical experience with Monroe County Fire Rescue (MCFR). MCFR will provide the necessary facilities for the clinical field experience to educate BCC students.

Contract Manager: D. Hayes for C. Martin 6004 Fire Rescue / Stop #14
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on August 18, 2004 Agenda Deadline: August 03, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$ N/A Current Year Portion: \$
 Budgeted? Yes ☐ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/25/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6-25-04</u>
Risk Management	<u>6/25/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Graham</u>	<u>6/25/04</u>
O.M.B./Purchasing	<u>6/25/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Spauld</u>	<u>6/25/04</u>
County Attorney	<u>6/25/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Smith</u>	<u>6/25/04</u>

Comments:

AFFILIATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2004 by and between the DISTRICT BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE, hereinafter referred to as the COLLEGE, and MONROE COUNTY FIRE RESCUE, by and through the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the COUNTY obtain experience within a clinical field setting at the COUNTY, and

WHEREAS, the COUNTY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related students.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the Student shall be the only purpose of the program.
2. Both parties agree not to discriminate against any student, in any manner whatsoever, on account of race, creed, color, sex, age, national origin, or mental or physical handicap.
3. The COUNTY agrees to accept COLLEGE students as determined by mutual consultation and to make available as practical facilities to the COLLEGE in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum maintenance of permanent records, all educational experiences, and evaluation of program through an employed instructor.
4. The COLLEGE shall select practical educational experiences based upon the needs of the Student(s) to meet objectives of the program.
5. The period of time that Student(s) are assigned to the COUNTY will be determined by mutual agreement. The Affiliation Agreement does not obligate the COLLEGE to place a Student in the COUNTY during all or future externship periods.
6. The Student's scheduled work day shall vary depending upon the hours of the COUNTY. Each Student's schedule must be determined by mutual consultation.

7. The COLLEGE shall provide the COUNTY with a list of Students in the learning experience at least ten (10) days before each program is to start.
8. The COLLEGE shall, at its discretion, appoint Clinical Instructors as required for a given program. The COUNTY shall assure COLLEGE personnel access to the appropriate areas to perform observation and evaluation of the student and the facility operation.
9. At the discretion of the COUNTY or the COLLEGE, any Student unacceptable for the reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the COUNTY.
10. All services rendered by Students under this Agreement for the COUNTY, employees, and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Student participants shall not be considered to be employees of the COUNTY.
11. Comprehensive Liability insurance coverage for the Student(s) and the certified instructors will be provided by the COLLEGE in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities governed by this Agreement. A Certificate of Insurance will be sent annually to Monroe County BOCC and will name Monroe County BOCC as an additional insured. Monroe County BOCC will be given at least thirty (30) days notice of any changes or cancellation of insurance coverage.
12. The COLLEGE covenants and agrees to indemnify and hold harmless Monroe County BOCC and Monroe County Fire Rescue (MCFR) from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the COUNTY) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the organization/individual participating in the program governed by this Agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.
13. The COUNTY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance with supervision of the Student(s) while on the premises of the COUNTY and will cooperate in evaluation student performance.

14. The term of this AGREEMENT shall be from the date of AGREEMENT, and shall remain in full force and effect until December 31, 2005. Either party may elect annually to extend this AGREEMENT for an additional year upon providing at least thirty (30) days prior written notice of intent to extend. Either party hereto may terminate this AGREEMENT by giving at least thirty (30) days written notice to the other party.

NOTICE: Where notice is required under this AGREEMENT to be given to either party, the notice shall be mailed to:

For COLLEGE:

Wanda Thomas
Provost, Ctr. for Health Science &
V.P. Technical Education
Broward Community College
3501 SW Davie Road
Davie, FL 33314

For COUNTY:

Clark O. Martin, Jr., Fire Chief
Monroe County Fire Rescue
490 63rd Street, Suite 140
Marathon, FL 33050

The undersigned hereby approve this Affiliation Agreement:

(SEAL)

Attest: Danny L. Kolhage, Clerk

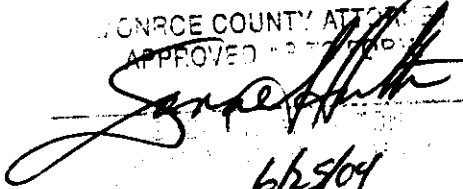
Board of County Commissioners
of Monroe County, Florida

By: _____
Deputy Clerk

Mayor / Chairman

District Board of Trustees of
Broward Community College

By: _____

MONROE COUNTY ATTORNEY
APPROVED

6/29/04